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UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA, LOS ANGELES DIVISION

In re.	)	Chapter 11
	)	Case No. 2:17-bk-17890-SK
BARRY I. JUDENFRIEND	)	FIRST GREEN NIMROD, LLC, A CA
	)	LLC'S <i>REQUEST FOR ALLOWANCE</i>
AND	)	<i>AND PAYMENT OF ADMINISTRATIVE</i>
JACQUELINE A. JUDENFRIEND	)	<i>EXPENSE, OF \$500 PER DAY,</i>
Joint Debtors	)	REPRESENTING DAILY RENTAL
	)	VALUE FOR NIMROD PROPERTY,
	)	FROM 9/12/17, WHEN FIRST GREEN
	)	NIMROD BECAME OWNER OF
	)	NIMROD, UNTIL ALL
	)	JUDENFRIENDS (BARRY,
	)	JACQUELINE, JUSTIN AND
	)	JORDAN) VACATE NIMROD;
	)	DECLARATION OF KELLY DUBE
	)	W/EXHIBITS
	)	<u><i>This Request is set for hearing on:</i></u>
	)	Date: November 30, 2017
	)	Time: 8:30am
	)	Place: Ctrm 1575, 255 E. Temple St,
	)	LA, CA 90012
	)	[Same time/date that Debtors' Motion to
	)	Dismiss their Ch11 Bankruptcy is set for]

1 First Green Nimrod, LLC, a California Limited Liability, which became
2 owner of the Nimrod property on 9/12/17, makes its herein *Request for*
3 *Allowance and Payment of Administrative Expense*, per 11 USC 503(b) and 11
4 USC 507(a)(2), for the \$500 per day daily rental value of the Nimrod property,
5 which debtors and their adult sons continue to occupy, as squatters, without any
6 right to do so.

7 This *Request for Allowance and Payment of Administrative Expense* is
8 based on the attached Memorandum of Points and Authorities, and is based upon
9 the attached Declaration of Kelly Dube, with Exhibits.

10 Any Opposition to this *Request for Allowance and Payment of*
11 *Administrative Expense* is required to be filed with the Court, and served on
12 counsel for Applicant listed on page 1 top left hereof, no less than 14 days before
13 the hearing date stated on p.1 hereTo.

14 Dated: Nov. 3, 2017 THE BANKRUPTCY LAW FIRM, PC
15 /s/ Kathleen P. March
16 By Kathleen P. March, Esq., counsel to
17 First Green Nimrod, LLC on this *Request* and on
18 Limited Opposition to Debtors' Motion to Dismiss
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MEMORANDUM OF POINTS AND AUTHORITIES

I. CONTROLLING 9TH CIRCUIT CASES HOLD THAT THE VALUE OF POST-PETITION USE OF A NON-DEBTOR’S PROPERTY, BY THE BANKRUPTCY ESTATE, CONSTITUTES AN ADMINISTRATIVE EXPENSE CLAIM, PER 11 USC §503(b), WHICH IS A PRIORITY CLAIM, PER 11 USC §507(a)(2)

11 USC §503(b), 11 USC §507(a)(2), plus controlling Ninth Circuit Court of Appeals case law, require that First Green Nimrod, LLC, be allowed and paid an administrative expense claim, for the \$500 per day fair rental value of the Nimrod house, for the days that the Judenfriend family has continued to occupy the Nimrod house, **post-petition**, to present, without right, as **squatters** (aka **trespassers**), **after** First Green Nimrod, LLC became owner of the Nimrod property, on 9/12/17. 11 USC §503(b) states, in relevant part:

“(b) After notice and a hearing, there shall be allowed administrative expenses ... including—

(1)(A) the actual, necessary costs and expenses of preserving the estate, including”.

11 USC §507(a)(2) specifies that administrative expenses allowed under section 503(b) are second priority, with only domestic support having a higher administrative priority.

Kelly Dube’s Declaration hereto, with exhibits, establishes that the Judenfriends have been **squatters** (aka **trespassers**) in the Nimrod property, from when First Green Nimrod, LLC became the owner of the Nimrod property, on 9/12/17 onward, and will continue to occupy the Nimrod property as squatters (aka trespassers) until First Green Nimrod, LLC’s unlawful detainer trial is held (set for 11/17/17) and thereafter until sheriff’s personnel lock the Judenfriends out of the Nimrod property. (Dube Decl herto) Due to Thanksgiving being on 11/24/17, the sheriff’s personnel are not likely to lock the Judenfriend family out of Nimrod,

1 before 11/30/17 (date debtors Motion to dismiss their bankruptcy case is set to be
2 heard, in Bankruptcy Court). . .

3 From 9/12/17 onward, the Judenfriend debtors, and their 2 adult sons, have
4 no ownership of Nimrod, no lease, and no right to occupy Nimrod, but they continue
5 to occupy Nimrod, forcing First Green Nimrod to have to bring an unlawful
6 detainer suit in CA Superior Court, to seek a Judgment and Writ of Possession to
7 allow First Green Nimrod to have the LA Sheriff personnel evict the debtors and
8 their adult sons, from Nimrod. (Dube Decl hereto) As Dube's declaration explains,
9 UD trial is set for 11/17/17. Notice of 11/17/17 UD hearing in Superior Court is
10 **Exhibit B** to Dube Decl hereto. Debtor's Motion to Dismiss Debtor's bankruptcy
11 case is set for hearing on 11/30/17. Because of the Thanksgiving holiday an
12 eviction would not be before the 11/30/17 hearing on Debtor's Motion to Dismiss
13 their bankruptcy case. \$500 per day from 9/12/17 to 11/30/17 is \$39,500. (Dube
14 Decl hereto).

15 In re Dant & Russell, Inc., 853 F.2d 700, 707 (9th Cir. 1988) is the seminal
16 Ninth Circuit Court of Appeals case that the landlord/owner of property is entitled
17 to an administrative priority claim, per 11 USC 503(b), in the amount of the fair
18 market value of debtor-in-possession's **post-petition use** of landlord's/owner's
19 property. Dant, at 707, explains:

20
21 "The **amount of the administrative expense claim** is limited to the 'portion
22 of the leased property' that is actually used or **occupied**. Thompson, 788 F.2d
23 at 564. The amount of the administrative expense claim is not valued
24 according to the lease term, but under an **objective worth standard that**
25 **measures the fair and reasonable value** of the lease. Id. at 563; Cochise,
26 703 F.2d at 1354 n. 17; In re Fredrick Meats, Inc., 483 F.2d 951, 953 (5th
27 Cir.1972) (per curiam). A presumption exists that the contractual rental rate,
28 Cochise, 703 F.2d at 1354 n. 17; Union Leasing Co. v. Peninsula Gunite, Inc.
(In re Peninsula Gunite, Inc.) 24 B.R. 593, 595 (9th Cir. BAP 1982); or the
amount reserved in the lease, constitutes a fair and reasonable value. In re
Xonics, 65 B.R. 69, 74 (Bankr.N.D.Ill.1986); Thompson, 788 F.2d at 563;
Cochise, 703 F.2d at 1354 n. 17. This presumption may be rebutted upon

evidence showing that the reasonable worth of the lease differs from the contract rate. Id. The court may choose to fix a different amount **based on the debtor-in-possession's actual use**, Peninsula Gunite, 24 B.R. at 593; cf. Funding Systems Asset Management Corp. v. Key Capital Corp. (In re Funding Systems Asset Management Corp.), 72 B.R. 87 (Bankr.W.D.Pa.1987) (administrative expense priority measured in terms of the reasonable value of the leased property, i.e., the contractual rental prorated amount); but that amount cannot exceed “the fair and reasonable value of the lease upon the open market.” Thompson, 788 F.2d at 563. This limitation acknowledges that the **debtor-in-possession** or trustee's **liability for actual use and occupancy** is not compensatory but rather is founded upon the equitable principle of **preventing unjust enrichment**. In re Dixie Fuels, Inc., 52 B.R. 26, 27 (Bankr.N.D.Ala.1985).”

In In re Pacific-Atlantic Trading Co., 27 F.3d 401, 405 (9th Cir. 1994), the Ninth Circuit ordered a trustee to pay rent to the landlord, as an administrative claim, stating:

“While it appears that the lessor did not take legal steps to reclaim the premises prior to the lease's deemed rejection, the statute does not place the burden on the lessor to do so. By requiring the trustee to timely pay the debtor's rent, Congress clearly placed the burden on the trustee to promptly and properly reject the lease if it has no intention of assuming it and, in the meantime, to continue to perform the debtor's obligations under the lease.”

Accord are cases from additional Circuits. E.g., In re Mid Region Petroleum, Inc., 1 F.3d 1130, 1132-33 (10th Cir. 1993), where the Tenth Circuit Court of Appeals ordered an **administrative claim for postpetition possession of leased equipment** statin:

“ Administrative expenses are specially favored post-petition claims, given priority in asset distribution over most other claims against the bankruptcy estate. 11 U.S.C. §§ 503, 507(a)(1) (1978). For a claim to rise to the level of an administrative expense, it must fit within one of the categories listed in 11 U.S.C. § 503(b) (1978). Both parties agree that the only category which could possibly apply to the GATX leases is 11 U.S.C. § 503(b)(1)(A) (1978), which grants administrative expense status to “the actual, necessary costs and expenses of preserving the estate, including wages, salaries, or

commissions for services rendered after the commencement of the case.”

To be deemed an administrative expense, the expense must: (1) arise out of a transaction between the creditor and the bankrupt's trustee or debtor-in-possession; and (2) benefit the debtor-in-possession in the operation of the business. *Amarex*, 853 F.2d at 1530; see also *Broadcast Corp. v. Broadfoot*, 54 B.R. 606, 611 (N.D.Ga.1985) (“use of the words ‘actual’ and ‘necessary’ indicate that the estate must accrue a real benefit from the transaction for which the claim is filed”), *aff’d sub nom.*, *In re Subscription Television of Greater Atlanta*, 789 F.2d 1530 (11th Cir.1986).⁶ Potential to benefit the estate does not satisfy this requirement, *Broadcast Corp.*, 54 B.R. at 611, nor does mere possession, *In re Templeton*, 154 B.R. 930 (Bankr.W.D.Tex.1993). To be granted administrative expense status, the bankruptcy estate must benefit from the use of the creditor's property. *Broadcast Corp.*, 54 B.R. at 612-13.”

See also *In re Thinking Machines Corp.*, 67 F.3d 1021, 1024 (1st Cir 1995), where First Circuit Court of Appeals ordered reversal and remand of a District Court decision which had denied payment of administrative claim for **post petition rent for leased commercial premises**.

II. READING CASE RULE APPLIES, AND IT TO GIVES FIRST GREEN NIMROD, LLC, AN ADMINISTRATIVE PRIORITY CLAIM, FOR THE \$500 PER DAY RENTAL VALUE OF THE NIMROD PROPERTY, WHICH THE JUDENFRIENDS OCCUPY AS SQUATTERS, WHICH IS TRESPASS, A TORT

In addition, the Reading case rule applies here, to give First Green Nimrod, LLC an administrative claim, per 11 USC §503(b), to compensate First Green Nimrod, LLC for the \$500 per day fair rental value of the Nimrod property, for each day that the Judenfriends have **unlawfully** continued to occupy Nimrod, post-petition, without lease, ownership, or any right to continue to occupy Nimrod, after First Green Nimrod, LLC became the owner of the Nimrod property, on 9/12/17. (See Kelly Dube Declaration hereto for facts and see **Exhibit A** to Dube Decl, which is the recorded *Trustee’s Deed on Sale*, deeding the Nimrod property to First

1 Green Nimrod, LLC, as owner.

2 Reading Co. vs Brown, 391 US 471, 88 S.Ct. 1759 (1968) (“*Reading*”), is
3 the **seminal case granting administrative priority claims to compensate damage**
4 **caused by wrongful, post-petition acts of the person** (Trustee, or Debtor-in-
5 Possession, or, in Reading, a receiver under the 1898 Bankruptcy Act) **in charge of**
6 **the debtor**.

7 Here, the Judenfriends have been **squatters** (aka **trespassers**) in the Nimrod
8 property, from when First Green Nimrod, LLC became the owner of the Nimrod
9 property, on 9/12/17. From 9/12/17 onward, they have no ownership of Nimrod, no
10 lease, and no right to occupy Nimrod, but they continue to do so, forcing First Green
11 Nimrod to have to bring an unlawful detainer suit in CA Superior Court, to seek a
12 Judgment and Writ of Possession to allow First Green Nimrod to have the LA
13 Sheriff personnel evict the debtors and their adult sons, from Nimrod. As Dube’s
14 declaration explains, UD trial is set for 11/17/17. Notice of 11/17/17 UD hearing
15 in Superior Court is **Exhibit B** to Dube Decl hereto. Trespass is a tort, under CA
16 law. As 5 Witkin, Summary of California Law, 11th Ed., Torts § 803 (2017) says:

17
18
19 “(1) Nature of Harm. Trespass to property is the unlawful interference with
20 its possession. (See Rest.2d, Torts § 157 et seq.; Dobbs, The Law of Torts 2d,
21 § 49 et seq.; 1 Harper, James & Gray 3d § 1.1 et seq.; Cal. Civil Practice, 1
22 Torts, Trespass, Chap. 18; 75 Am.Jur.2d (2007 ed.), Trespass § 18 et seq.) In
23 some situations, it is a crime as well as a tort. (See P.C. 602; 2 Cal. Crim. Law
24 (4th), Crimes Against Property, § 287 et seq.)

25 The tort may be committed by an act that is intentional, reckless, negligent,
26 or the result of ultrahazardous activity. (Gallin v. Poulou (1956) 140 C.A.2d
27 638, 645, 295 P.2d 958.) The only intent required is an intent to enter,
regardless of the actor's motivation. (Miller v. National Broadcasting Co.
(1986) 187 C.A.3d 1463, 1480, 232 C.R. 668, supra, § 765.)”

28 Here, the Judenfriends’ trespass is intentional, because the Judenfriends have

1 continued to occupy the Nimrod property, knowing they no longer own it, and have
2 no lease for it.

3 In Reading, the US Supreme Court granted an **administrative expense claim**
4 to Reading Company, for the **damage** Reading Company suffered, when Reading
5 Company's building was burned down, in a fire started in debtor's building, due to
6 negligence of an agent of the receiver in charge of debtor. Reading holds: "We
7 hold that damages resulting from the negligence of a receiver acting within the
8 scope of his authority as receiver gives rise to 'actual and necessary costs' of a
9 Chapter XI arrangement". [Reading, 88 S.Ct at 1767]. Later cases refer to
10 Reading's rule as the **fundamental fairness** rule—that where improper conduct in
11 administration of a bankruptcy case causes damage to person or entity, that damages
12 claim is entitled to **administrative priority status**.

13 Cases under the present Bankruptcy Code are **uniform** in holding Reading's
14 rule--that an administrative priority claim is required to be granted, to compensate
15 a claimant for damage caused by improper post-petition acts of a Chapter 7 trustee
16 (includes Debtor-in-Possession)--**continues to apply**, under the present Bankruptcy
17 Code. E.g., In re Metro Fulfillment, Inc., 294 BR 306, 310 (9th Cir.BAP 2003); In
18 re Megafoods Stores, Inc., 163 F.3d 1063, 1071 (9th Cir.1998). The BAP explained
19 in In re. 800Ideas.com, Inc., 496 BR 165, 177-178 (9th Cir.BAP 2013), that cases
20 decided under the present Bankruptcy Code, not just follow, but have **expanded**,
21 the *Reading* rule, to cover violation of law by a trustee (includes debtor-in-
22 possession⁰. In In re Abercrombie, 139 F.3d 755, 758 (9th Cir.1998), the Ninth
23 Circuit states:

24
25
26 "The *Reading* exception operates to **deter the trustee from injuring third**
27 **parties**. Several circuit cases have applied the *Reading* exception in differing
28 contexts." [bold/underline added].

Many Circuits (see cases cited in Abercrombie) have granted administrative

1 expense claims, per 11 USC §503, to compensate claimants for damages caused by
2 a trustee's (includes debtor-in-possession) administration of a bankruptcy estate.
3 In re Healthco Intern, Inc., 310 F.3d 9, 13 (1st Cir. 2002), affirmed granting a §503
4 priority claim to Healthco, for attorneys fees awarded to Healthco, against the
5 Chapter 7 Trustee, where Trustee had **post-petition brought, and lost**, a lawsuit
6 against Healthco, in which Trustee sought to undo a leveraged buyout Healthco had
7 done, with debtor, prepetition:

8
9 "…parties subjected to loss and expense as a result of the administration of a
10 bankruptcy estate are entitled to be made whole as a matter of fundamental
11 fairness and should be allowed an administrative claim to implement that
12 result."

13 Accord In re Met-L-Wood Corp., 115 BR 133,135-136 (US Dist.Ct, ND Ill 1990);
14 In re Good Taste, Inc., 317 BR 112 (Bankr. D. Alaka 2004); In re G.I.C.
15 Government Securities, Inc., 121 BR 647 (Bankr. MD Fla 1990); that non-debtor
16 party is entitled to an administrative claim, to reimburse the non-debtor party's
17 attorneys fees, that the non-debtor party had to expend post-petition, to successfully
18 defend the non-debtor party against claims made by a Chapter 7 trustee (includes
19 debtor-in-possession).

20 **III. CONCLUSION**

21 The Court should grant First Green Nimrod, LLC's herein Request for
22 Allowance and Payment of Administrative Expense, to allow First Green Nimrod,
23 LLC a \$39,500 administrative claim, per 11 USC 503(b), for the \$500 per day fair
24 rental value of the Nimrod property, which the Judenfriends, and their adult sons,
25 have been occupying without right, as squatters (aka trespassers), from 9/12/17 (date
26 First Green Nimrod, LLC became owner of Nimrod), through 11/17 17 (date
27 unlawful detainer trial is set to be held, in LA Superior Court), and likely through
28 11/30/17 (date Judenfriends' Motion to Dismiss the Judenfriends' Chapter 11

1 bankruptcy case is set for hearing in Bankruptcy court).

2 \$39,500 is calculated through 11/30/17. Any additional days of occupancy
3 of Nimrod, by Judenfriend family members, after 11/30/17, are an additional \$500
4 per day. (Dube Decl).

5 Because the Judenfriends move to have their bankruptcy case dismissed, this
6 Hon. Bankruptcy Court should order the Judenfriends to pay the \$39,500 to First
7 Green Nimrod, LLC, before dismissal as a condition of the Court granting the
8 Motion to Dismiss, as stated in First Green Nimrod, LLC's LIMITED
9 OPPOSITION to Debtors' Motion to Dismiss Debtors bankruptcy case.

10
11 Dated: November 3, 2017

THE BANKRUPTCY LAW FIRM, PC

/s/ Kathleen P. March

By Kathleen P. March, Esq., counsel to
First Green Nimrod, LLC on this *Request*
and on Limited Opposition to Debtors'
Motion to Dismiss their bankruptcy case

DECLARATION OF KELLY DUBE

I, KELLY DUBE, declare:

1. I am a licensed California real estate broker, CA license 01047871. I have been a licensed CA real estate broker since 1993, and before that, from 1989 until when I became a licensed broker, I was a licensed CA real estate agent.

2. I am the sole managing member and equityholder of First Green Nimrod, LLC, a California Limited Liability Company in good standing.

3. Per the attached (attached as **Exhibit A**) ***Trustee's Deed on Sale***, duly recorded in the Los Angeles County Records Office on 9/12/17, First Green Nimrod, LLC became the owner of the real property known as 13108 Nimrod Place, LA, CA 90049 ("Nimrod").

4. I was the winning bidder, by my credit bid, at my nonjudicial foreclosure sale of Nimrod held on 9/11/17, after this Hon. Bankruptcy Court granted me relief from stay, by Order entered 8/25/17, to hold that nonjudicial foreclosure sale, as allowed by nonbankruptcy law, and to proceed as allowed by non-bankruptcy law, to obtain possession of Nimrod. As the winning bidder, I assigned ownership of Nimrod to First Green Nimrod, LLC, by having the foreclosure trustee issue ***Trustee's Deed on Sale***, to First Green Nimrod.

5. From 9/12/17, when First Green Nimrod became the owner of Nimrod, onward, Barry Judenfriend, Jacqueline Judenfriend, and the Judenfriend debtors adult sons, Justin Judenfriend and Jordan Judenfriend, have been occupying Nimrod as squatters—without permission of First Green Nimrod, without having any lease to occupy Nimrod, and without any legal right whatsoever to occupy Nimrod.

6. As of date of this Declaration 11/1/17, First Green Nimrod has ongoing, in California Superior Court, an unlawful detainer suit #17SMUD00841, against Barry Judenfriend, Jacqueline Judenfriend, Justin Judenfriend and Jordan Judenfriend, seeking a Judgment and Writ of Possession to remove the 4 Judenfriends from Nimrod. The trial in the unlawful detainer suit is set for 11/17/17, in CA Superior Court, Santa Monica Division, Department P., as shown in the "Notice of Unlawful

1 Detainer Trial”, **Exhibit B** hereto.

2 7. As a licensed California real estate broker, I have access to the MLS (Multiple
3 Listing Service) for residential and commercial properties. I have checked, on the
4 MLS, the rents that are being charged for houses in the area of Nimrod, including
5 that the Judenfriend debtors had Nimrod rented out in 2010 for \$14,000 per month,
6 per the MLS. The tenant paying \$14,000 per month to rent Nimrod for the year of
7 2010 was Dominic J. Mormile.

8 8. I am familiar with what Nimrod can be rented out for at present, on a monthly
9 basis. The present monthly rent, that Nimrod can be rented out for, is a minimum
10 of \$15,000 a month, in my expert opinion as a CA real estate broker familiar with
11 the Nimrod property and the area in which the Nimrod property is located, now that
12 there is no longer any Notices of Default, or Notices of Trustees Sale, recorded
13 against Nimrod.

14 9. \$15,000 a month, pro-rates to \$500 per day.

15 10. The **post-petition use of Nimrod**, once Nimrod became owned by First
16 Green Nimrod on 9/12/17, from 9/12/17, to whatever date the Judenfriends are
17 removed/evicted/leave Nimrod, **constitutes an administrative claim** of First Green
18 Nimrod, against the Judenfriends’ bankruptcy estate, of \$15,000 per month (\$500
19 per day), the minimum rental value of Nimrod, pursuant to 11 USC §503(b). I
20 therefore request the Bankruptcy Court to allow that post-petition administrative
21 claim, and order that administrative claim to be paid as a priority claim, per 11 USC
22 §507(a)(2).

23 11. The Judenfriends have filed a Motion to Dismiss their bankruptcy case,
24 which motion is set for hearing on 11/30/17 at 8:30am. The Court should make it
25 a condition of granting the Judenfriends’ Motion to Dismiss, that the Judenfriends’
26 pay, **before dismissal**, as a condition of granting dismissal, the \$500 a day rent for
27 using Nimrod, without right, as squatters, from 9/12/17 until date all Judenfriends
28 vacate Nimrod.

12. The unlawful detainer trial in state court will not be until 11/17/17, and

1 possibly later. It is 79 days from 9/12/17 to 11/30/17, which at \$500 per day is
2 \$39,500. Therefore, First Green Nimrod's minimum administrative claim against
3 the Judenfriends' bankruptcy estate, for post-petition occupancy of Nimrod by the
4 Judenfriend family, from 9/12/17 onward is a minimum of \$39,500, if calculated to
5 11/30/17 (date Judenfriends' Motion to Dismiss is set for hearing), and will be \$500
6 additional, for each day after 11/30/17, that any Judenfriend continues to occupy
7 Nimrod.

8 13. The Judenfriends' most recently filed Monthly Operating Report (MOP),
9 filed 10/14/17, attached as **Exhibit C** hereto, shows that the Judenfriend's debtor
10 in possession account has the money to pay that administrative claim rent. The
11 Judenfriends' MOR filed 9/15/17 (**Exhibit D** hereto) shows that the Judenfriends
12 bankruptcy estate has on hand approximately \$70,000 (including \$20,000 in a bank
13 account, shown at page 14 of 18. That MOR shows that \$137,272 has been received
14 during the bankruptcy case. The 9/15/17 MOR shows that \$56,000 is claimed to be
15 spent, that was, in actuality, NOT spent. This is because 9/15/17 MOR shows
16 \$6,889 as "held for rent payment", shows \$12,233 as "held for mortgage payment",
17 shows \$12,233 as "held for mortgage payment" a second time, shows \$20,000 put
18 in a savings account (no reason, no explanation at all) and shows \$5,000 for "home
19 staging" Nimrod for sale. No mortgage payments have been paid. Nimrod was not
20 staged for sale, due to my nonjudicial foreclosure sale being completed. The
21 \$14,879 that the Judenfriends paid as rent to stay in Gretna Greene was paid on
22 9/5/17, so the \$6,889 "held for rent payment" was not needed for rent.

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1 14. Therefore, the Judenfriends should have \$126,000 in their debtor-in-
2 possession account, not just the \$70,000 shown in their 10/14/17 MOR.

3 I declare under penalty of perjury that the foregoing is true and correct,
4 and that this Declaration is executed at Los Angeles, California on November 1,
5 2017.

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7 _____
8 KELLY DUBE
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20171036615



Pages:
0003

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

09/12/17 AT 02:06PM

FEES:	21.00
TAXES:	0.00
OTHER:	0.00
PAID:	21.00



LEADSHEET



201709120620024

00014226545



008584123

SEQ:
01

DAR - Counter (Upfront Scan)



THIS FORM IS NOT TO BE DUPLICATED

E497879

EXHIBIT A **P13**

RECORDING REQUESTED BY:

Best Alliance Foreclosure and Lien Services, Corp.

AND WHEN RECORDED TO:

CFIS

PO Box 6390

Beverly Hills, CA 90212



Forward Tax Statements to
the address given above

SPACE ABOVE LINE FOR RECORDER'S USE

TS #: 17-17023
Loan #: 03182016

Order #: 5931646
Investor #: CFIS

TRUSTEE'S DEED UPON SALE

A.P.N.: 4407-011-021

Transfer Tax: \$0.00

"THIS TRANSACTION IS EXEMPT FROM THE REQUIREMENTS OF THE REVENUE AND TAXATION CODE, SECTION 480.3"

The Grantee Herein WAS The Foreclosing Beneficiary.

The Amount of The Unpaid Debt was \$427,057.71

The Amount Paid By The Grantee Was \$400,000.00

Said Property Is In The City of Los Angeles, County of Los Angeles

Best Alliance Foreclosure and Lien Services, Corp., as Trustee, (whereas so designated in the Deed of Trust hereunder more particularly described or as duly appointed Trustee) does hereby GRANT and CONVEY to

First Green Nimrod, LLC

(herein called Grantee) but without covenant or warranty, expressed or implied, all right title and interest conveyed to and now held by it as Trustee under the Deed of Trust in and to the property situated in the county of Los Angeles, State of California, described as follows:

LOT 19, OF TRACT NO. 18645, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 453, PAGE(S) 28 THROUGH 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION OF SAID LOT 19 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 19; THENCE NORTH 4° 42' 12" WEST ALONG THE EASTERLY LINE OF SAID LOT A DISTANCE OF 63.83 FEET; THENCE SOUTH 4° 18' 36" WEST 62.96 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID LOT 19 DISTANT NORTH 85° 14' 27" WEST ALONG SAID SOUTHERLY LINE 10 FEET FROM THE POINT OF BEGINNING; THENCE SOUTH 85° 14' 27" EAST SAID SOUTHERLY LINE 10 FEET TO THE POINT OF BEGINNING.

Note:

This conveyance is made in compliance with the terms and provisions of the Deed of Trust executed by Barry I. Judenfriend as Trustor, dated 3/18/2016 of the Official Records in the office of the Recorder of Los Angeles, California under the authority and powers vested in the Trustee designated in the Deed of Trust or as the duly appointed Trustee, default having occurred under the Deed of Trust pursuant to the Notice of Default and Election to Sell under the Deed of Trust recorded on 5/27/2016, as Instrument No. 20160607494, of Official records. Trustee having complied with all applicable statutory requirements of the State of California and performed all duties required by the Deed of Trust including sending a Notice of Default and Election to Sell within ten days after its recording and a Notice of Sale at least twenty days prior to the Sale Date by certified mail, postage pre-paid to each person entitled to notice in compliance with California Civil Code 2924b.

TRUSTEE'S DEED UPON SALE

TS #: 17-17023
Loan #: 03182016
Order #: 5931646

All requirements per California Statutes regarding the mailing, personal delivery and publication of copies of Notice of Default and Election to Sell under Deed of Trust and Notice of Trustee's Sale, and the posting of copies of Notice of Trustee's Sale have been complied with. Trustee, in compliance with said Notice of Trustee's sale and in exercise of its powers under said Deed of Trust sold said real property at public auction on 9/11/2017. Grantee, being the highest bidder at said sale became the purchaser of said property for the amount bid, being \$400,000.00, in lawful money of the United States, in proper receipt thereof is hereby acknowledged in full/partial satisfaction of the debt secured by said Deed of Trust.

In witness thereof, **Best Alliance Foreclosure and Lien Services, Corp.**, as Trustee, has this day, caused its name to be hereunto affixed by its officer thereunto duly authorized by its corporation by-laws.

Date: 9/11/2017

Best Alliance Foreclosure and Lien Services, Corp., As Trustee

By: 

Sid Richman

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California) ss.

County of Los Angeles }

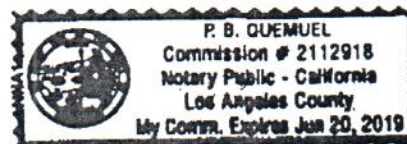
On 9-11-2017 before me, P. B. Quemuel Notary Public, personally appeared Sid Richman who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp FILED Superior Court of California County of Los Angeles 11/01/2017 Sherri R. Carter, Executive Officer / Clerk By: <u>Brenda Freeble</u> Deputy
COURTHOUSE ADDRESS: Santa Monica Courthouse 1725 Main Street Santa Monica, CA. 90401		
PLAINTIFF(S): FIRST GREEN NIMROD, LLC, A CA LTD LIABILITY CO		
DEFENDANT(S): BARRY I JUDENFRIEND		
NOTICE OF UNLAWFUL DETAINER TRIAL		CASE NUMBER: 17SMUD00841

You are hereby notified that the above-entitled matter has been set for unlawful detainer Non-Jury Trial on 11/17/2017 at 8:30 AM in Department S at the Santa Monica Courthouse, located at 1725 Main Street, Santa Monica, CA, 90401

☐ Possession of the premises is no longer an issue.

Sherri R. Carter, Executive Officer / Clerk

Dated: 11/01/2017

By: Brenda Freeble

Deputy Clerk

NOTICE OF UNLAWFUL DETAINER TRIAL

P16
EXHIBIT B

UNITED STATES DEPARTMENT OF JUSTICE
OFFICE OF THE UNITED STATES TRUSTEE
CENTRAL DISTRICT OF CALIFORNIA

In Re:

Barry I Judenfriend and Jacqueline A Judenfriend

Debtor(s).

CHAPTER 11 (NON-BUSINESS)

Case Number: 2:17-bk-17890-SK

Operating Report Number: 4

For the Month Ending: 9/30/2017

I. CASH RECEIPTS AND DISBURSEMENTS
A. (GENERAL ACCOUNT*)

1. TOTAL RECEIPTS PER ALL PRIOR GENERAL ACCOUNT REPORTS 137,272.55

2. LESS: TOTAL DISBURSEMENTS PER ALL PRIOR GENERAL
ACCOUNT REPORTS 69,997.05

3. BEGINNING BALANCE: 67,275.50

4. RECEIPTS DURING CURRENT PERIOD: 2,678.60

5. BALANCE: 69,954.10

6. LESS: TOTAL DISBURSEMENTS DURING CURRENT PERIOD 19,730.39

7. ENDING BALANCE: 50,223.71

8. General Account Number(s): xxx1093

Depository Name & Location: California Bank & Trust
100 Wilshire Blvd, Santa Monica, CA 90401

* All receipts must be deposited into the general account.

** Include receipts from the sale of any real or personal property out of the ordinary course of business; attach an exhibit specifying what was sold,
to whom, terms, and date of Court Order or Report of Sale.

***This amount should be the same as the total from page 2.

TOTAL DISBURSEMENTS FROM GENERAL ACCOUNT FOR CURRENT PERIOD

Date mm/dd/yyyy	Check Number	Payee	Purpose	Amount
9/1/2017	debit	Bar Hayama	Meals & Entertainment	60.72
9/5/2017	debit	Pharmaca	Medical	11.95
9/5/2017	debit	Vicente Foods	Groceries	14.85
9/5/2017	debit	Dr Nicole Fram	Medical	50.00
9/5/2017	debit	Century City Medical	Medical	15.00
9/5/2017	debit	Lenny's Deli	Meals & Entertainment	25.01
9/5/2017	debit	Ralph's	Groceries	29.44
9/5/2017	debit	Conserv Fuel	Automobile	25.18
9/5/2017	debit	Healthy Spot	Pet Expense	9.00
9/5/2017	debit	Unleashed	Pet Expense	7.71
9/5/2017	debit	Hillstone	Meals & Entertainment	47.90
9/5/2017	debit	Healthy Spot	Pet Expense	27.18
9/5/2017	debit	99 Cents Only	Groceries	3.71
9/5/2017	debit	Walgreens	Medical	7.18
9/5/2017	debit	Trader Joe's	Groceries	67.57
9/5/2017	debit	Centinela Feed & Pets	Pet Expense	20.29
9/5/2017	debit	Ralph's	Groceries	31.53
9/5/2017	debit	ATM Withdrawal	Personal Miscellaneous	43.00
9/5/2017	debit	Bank Charges	Bank Charges	1.00
9/5/2017	106	Brentwood West Apts	Rent	14,879.00
9/6/2017	debit	U-Haul Moving & Storage	Storage	60.00
9/7/2017	debit	Noma Sushi	Meals & Entertainment	45.90
9/7/2017	debit	Ralph's	Groceries	16.14
9/7/2017	debit	Heather Oxford Inc	Pet Expense	190.00
9/7/2017	debit	Maria's	Meals & Entertainment	32.11
9/8/2017	debit	LA City Parking	Parking	3.75
9/8/2017	debit	Fromin's	Meals & Entertainment	28.78
9/8/2017	debit	Whole Foods	Groceries	8.70
9/8/2017	107	Gardener	Gardening at Nimrod	250.00
9/11/2017	debit	Henri Salon	Personal Miscellaneous	57.00
9/11/2017	debit	Ralph's	Groceries	22.28
9/11/2017	debit	Trader Joe's	Groceries	4.64
9/11/2017	debit	KFC	Meals & Entertainment	6.31
9/11/2017	debit	CVS	Medical	8.90
9/11/2017	debit	Verizon Wireless	Telephone	94.35
9/12/2017	debit	Elitigation Services	Professional Services	156.00
9/12/2017	debit	Ralph's	Groceries	18.74
9/13/2017	debit	Ralph's	Groceries	87.05
9/14/2017	105	Ana Hidalgo	Cleaning for Nimrod Open House	100.00
9/15/2017	debit	Shell Oil	Automobile	20.18
9/15/2017	debit	LADWP	Utilities	283.65

9/18/2017	debit	Kula Revolving Sushi	Meals & Entertainment	39.00
9/18/2017	debit	Monty's	Meals & Entertainment	28.21
9/18/2017	debit	VCA	Pet Expense	66.26
9/18/2017	debit	Cheesecake Factory	Meals & Entertainment	39.50
9/18/2017	debit	Marshalls	Personal Miscellaneous	123.41
9/18/2017	debit	Trader Joe's	Groceries	73.60
9/18/2017	debit	Vicente Foods	Groceries	55.08
9/18/2017	debit	Time Warner	Utilities	184.10
9/19/2017	debit	Conserv Fuel	Automobile	30.13
9/19/2017	debit	Healthy Spot	Pet Expense	27.18
9/19/2017	debit	Ralph's	Groceries	45.57
9/21/2017	debit	Century City Medical	Medical	10.00
9/21/2017	debit	Lenny's Deli	Meals & Entertainment	26.98
9/21/2017	debit	Ralph's	Groceries	48.46
9/21/2017	debit	CVS	Medical	6.42
9/21/2017	debit	Verizon Wireless	Telephone	20.00
9/22/2017	debit	LA City Parking	Parking	0.50
9/22/2017	debit	Pinguini	Meals & Entertainment	129.80
9/22/2017	debit	Paper Statement Fee	Bank Charges	2.00
9/25/2017	debit	Orchard Supply	Household Expense	(4.36)
9/25/2017	debit	South Beverly Grill	Meals & Entertainment	60.98
9/25/2017	debit	Il Tramezzino	Meals & Entertainment	4.81
9/25/2017	debit	So Cal Gas	Utilities	71.50
9/25/2017	debit	Soup Plantation	Meals & Entertainment	27.31
9/25/2017	debit	Le Pain Quotidien	Meals & Entertainment	3.00
9/25/2017	debit	Vicente Foods	Groceries	32.11
9/25/2017	debit	The Landmark	Personal Miscellaneous	25.00
9/25/2017	debit	Ralph's	Groceries	42.66
9/25/2017	debit	Orchard Supply	Household Expense	4.36
9/25/2017	debit	Ralph's	Groceries	11.23
9/25/2017	debit	Trader Joe's	Groceries	55.39
9/25/2017	debit	Uber	Transportation	14.28
9/25/2017	debit	26th Street Auto Center	Automobile	170.00
9/25/2017	debit	CVS	Medical	21.96
9/26/2017	debit	Uber	Transportation	(4.55)
9/26/2017	debit	Overstock.com	Household Expense	105.15
9/26/2017	debit	Chevron	Automobile	26.08
9/26/2017	debit	Uber	Transportation	4.55
9/26/2017	debit	Uber	Transportation	4.34
9/26/2017	debit	Uber	Transportation	8.81
9/27/2017	debit	GEICO	Auto Insurance	118.30
9/27/2017	debit	Marshalls	Personal Miscellaneous	33.85
9/28/2017	debit	Ralph's	Groceries	42.73
9/28/2017	debit	Il Tramezzino	Meals & Entertainment	5.41
9/28/2017	debit	Rite Aid	Medical	2.75
9/28/2017	debit	Ralph's	Groceries	58.54

9/28/2017	debit	Ralph's	Groceries	103.50
9/28/2017	debit	Lincoln Financial	Auto Payment	644.98
9/29/2017	debit	Peet's	Meals & Entertainment	5.45
9/29/2017	debit	Sprint	Telephone	85.28
9/29/2017	debit	Peet's	Meals & Entertainment	5.10
9/29/2017	debit	Bed, Bath & Beyond	Household Expense	34.24
9/29/2017	debit	Thai Dishes	Meals & Entertainment	40.00
9/29/2017	debit	Menchie's	Meals & Entertainment	8.86
9/29/2017	debit	Nate N Al	Meals & Entertainment	28.89
TOTAL DISBURSEMENTS THIS PERIOD:				19,730.39

GENERAL ACCOUNT
BANK RECONCILIATIONBank statement Date: 9/22/2017 Balance on Statement: \$49,447.60

Plus deposits in transit (a):

<u>Deposit Date</u>	<u>Deposit Amount</u>
<u>9/27/2017</u>	<u>969.60</u>
<u>9/27/2017</u>	<u>1,709.00</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

TOTAL DEPOSITS IN TRANSIT

2,678.60

Less Outstanding Checks (a):

<u>Check Number</u>	<u>Check Date</u>	<u>Check Amount</u>
debit	<u>9/25/2017</u>	<u>(4.36)</u>
debit	<u>9/25/2017</u>	<u>60.98</u>
debit	<u>9/25/2017</u>	<u>4.81</u>
debit	<u>9/25/2017</u>	<u>71.50</u>
debit	<u>9/25/2017</u>	<u>27.31</u>
debit	<u>9/25/2017</u>	<u>3.00</u>
debit	<u>9/25/2017</u>	<u>32.11</u>
debit	<u>9/25/2017</u>	<u>25.00</u>
debit	<u>9/25/2017</u>	<u>42.66</u>
debit	<u>9/25/2017</u>	<u>4.36</u>
debit	<u>9/25/2017</u>	<u>11.23</u>
debit	<u>9/25/2017</u>	<u>55.39</u>
debit	<u>9/25/2017</u>	<u>14.28</u>
debit	<u>9/25/2017</u>	<u>170.00</u>
debit	<u>9/25/2017</u>	<u>21.96</u>
debit	<u>9/26/2017</u>	<u>(4.55)</u>
debit	<u>9/26/2017</u>	<u>105.15</u>
debit	<u>9/26/2017</u>	<u>26.08</u>
debit	<u>9/26/2017</u>	<u>4.55</u>
debit	<u>9/26/2017</u>	<u>4.34</u>
debit	<u>9/26/2017</u>	<u>8.81</u>
debit	<u>9/27/2017</u>	<u>118.30</u>
debit	<u>9/27/2017</u>	<u>33.85</u>
debit	<u>9/28/2017</u>	<u>42.73</u>
debit	<u>9/28/2017</u>	<u>5.41</u>
debit	<u>9/28/2017</u>	<u>2.75</u>
debit	<u>9/28/2017</u>	<u>58.54</u>

Main Document Page 6 of 22		
debit	9/28/2017	103.50
debit	9/28/2017	644.98
debit	9/29/2017	5.45
debit	9/29/2017	85.28
debit	9/29/2017	5.10
debit	9/29/2017	34.24
debit	9/29/2017	40.00
debit	9/29/2017	8.86
debit	9/29/2017	28.89

TOTAL OUTSTANDING CHECKS:

1,902.49

Bank statement Adjustments:

Explanation of Adjustments-

ADJUSTED BANK BALANCE:

\$50,223.71

* It is acceptable to replace this form with a similar form

** Please attach a detailed explanation of any bank statement adjustment

I. CASH RECEIPTS AND DISBURSEMENTS
B. (SSA DEPOSIT ACCOUNT*)

1. TOTAL RECEIPTS PER ALL PRIOR GENERAL ACCOUNT REPORTS	<u>2,217.00</u>
2. LESS: TOTAL DISBURSEMENTS PER ALL PRIOR GENERAL ACCOUNT REPORTS	<u>2,213.25</u>
3. BEGINNING BALANCE:	<u>3.75</u>
4. RECEIPTS DURING CURRENT PERIOD:	<u> </u>
5. BALANCE:	<u>3.75</u>
6. LESS: TOTAL DISBURSEMENTS DURING CURRENT PERIOD	<u>0.00</u>
7. ENDING BALANCE:	<u>3.75</u>
8. General Account Number(s):	<u>xxx7508</u>
Depository Name & Location:	<u>U.S. Bank</u> <u>11777 San Vicente Blvd, Los Angeles, CA 90049</u>

* All receipts must be deposited into the general account.

** Include receipts from the sale of any real or personal property out of the ordinary course of business; attach an exhibit specifying what was sold, to whom, terms, and date of Court Order or Report of Sale.

***This amount should be the same as the total from page 2.

P24

Bank statement Date: 9/30/2017 Balance on Statement: \$3.75

The bank has not issued a statement because the account has no activity

Plus deposits in transit (a):

<u>Deposit Date</u>	<u>Deposit Amount</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

TOTAL DEPOSITS IN TRANSIT

0.00

Less Outstanding Checks (a):

<u>Check Number</u>	<u>Check Date</u>	<u>Check Amount</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
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<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

TOTAL OUTSTANDING CHECKS:

0.00

Bank statement Adjustments:

Explanation of Adjustments-

ADJUSTED BANK BALANCE:

\$3.75

* It is acceptable to replace this form with a similar form

** Please attach a detailed explanation of any bank statement adjustment

I. CASH RECEIPTS AND DISBURSEMENTS
C. (DIP CHECKING ACCOUNT #2*)

1. TOTAL RECEIPTS PER ALL PRIOR GENERAL ACCOUNT REPORTS	20,000.00
2. LESS: TOTAL DISBURSEMENTS PER ALL PRIOR GENERAL ACCOUNT REPORTS	0.00
3. BEGINNING BALANCE:	20,000.00
4. RECEIPTS DURING CURRENT PERIOD:	
5. BALANCE:	20,000.00
6. LESS: TOTAL DISBURSEMENTS DURING CURRENT PERIOD	0.00
7. ENDING BALANCE:	20,000.00
8. General Account Number(s):	xxx1150
Depository Name & Location:	California Bank & Trust 100 Wilshire Blvd, Santa Monica, CA 90401

* All receipts must be deposited into the general account.

** Include receipts from the sale of any real or personal property out of the ordinary course of business; attach an exhibit specifying what was sold, to whom, terms, and date of Court Order or Report of Sale.

***This amount should be the same as the total from page 2.

[illegible]

BANK RECONCILIATION

Bank statement Date: 9/22/2017 Balance on Statement: \$20,000.00

Plus deposits in transit (a):

<u>Deposit Date</u>	<u>Deposit Amount</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

TOTAL DEPOSITS IN TRANSIT

0.00

Less Outstanding Checks (a):

<u>Check Number</u>	<u>Check Date</u>	<u>Check Amount</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

TOTAL OUTSTANDING CHECKS:

0.00

Bank statement Adjustments:

Explanation of Adjustments-

--

ADJUSTED BANK BALANCE:

\$20,000.00

* It is acceptable to replace this form with a similar form

** Please attach a detailed explanation of any bank statement adjustment

PAYMENTS TO SECURED CREDITORS

TOTAL DUE:	0.00
------------	------

V. INSURANCE COVERAGE

General Liability	
Worker's Compensation	
Casualty	
Vehicle	
Others:	

VI SCHEDULE OF COMPENSATION PAID TO INSIDERS

Name of Insider	Date of Order Authorizing Compensation	*Authorized Gross Compensation	Gross Compensation Paid During the Month
NONE			

VII. SCHEDULE OF OTHER AMOUNTS PAID TO INSIDERS

Name of Insider	Date of Order Authorizing Compensation	Description	Amount Paid During the Month
NONE			

* Please indicate how compensation was identified in the order (e.g. \$1,000/week, \$2,500/month)

UNITED STATES DEPARTMENT OF JUSTICE
OFFICE OF THE UNITED STATES TRUSTEE
CENTRAL DISTRICT OF CALIFORNIA

In Re:

Barry I Judenfriend and Jacqueline A Judenfriend

Debtor(s).

CHAPTER 11 (NON-BUSINESS)

Case Number: 2:17-bk-17890-SK

Operating Report Number: 3

For the Month Ending: 8/31/2017

I. CASH RECEIPTS AND DISBURSEMENTS
A. (GENERAL ACCOUNT*)

1. TOTAL RECEIPTS PER ALL PRIOR GENERAL ACCOUNT REPORTS 5,829.00

2. LESS: TOTAL DISBURSEMENTS PER ALL PRIOR GENERAL ACCOUNT REPORTS 5,798.66

3. BEGINNING BALANCE: 30.34

4. RECEIPTS DURING CURRENT PERIOD: 131,443.55

5. BALANCE: 131,473.89

6. LESS: TOTAL DISBURSEMENTS DURING CURRENT PERIOD 64,198.39

7. ENDING BALANCE: 67,275.50

8. General Account Number(s): xxx1093

Depository Name & Location: California Bank & Trust
100 Wilshire Blvd, Santa Monica, CA 90401

* All receipts must be deposited into the general account.

** Include receipts from the sale of any real or personal property out of the ordinary course of business; attach an exhibit specifying what was sold, to whom, terms, and date of Court Order or Report of Sale.

***This amount should be the same as the total from page 2.

TOTAL DISBURSEMENTS FROM GENERAL ACCOUNT FOR CURRENT PERIOD

Date mm/dd/yyyy	Check Number	Payee	Purpose	Amount
8/3/2017	debit	Peet's	Meals & Entertainment	2.10
8/3/2017	debit	Peet's	Meals & Entertainment	2.95
8/7/2017	debit	Peet's	Meals & Entertainment	2.10
8/7/2017	debit	Dagwoods Pizza	Meals & Entertainment	21.00
8/8/2017	161	Ed's Spa Service	Household Maintenance	150.00
8/10/2017	debit	Fazio Cleaners	Cleaning	8.68
8/10/2017	debit	ATM Withdrawal	Personal Miscellaneous	43.00
8/10/2017	debit	ATM Withdrawal	Personal Miscellaneous	263.00
8/10/2017	debit	Transaction Fee	Bank Fees	1.00
8/10/2017	debit	Transaction Fee	Bank Fees	1.00
8/11/2017	debit	Henri Salon	Personal Miscellaneous	140.00
8/11/2017	debit	Fazio Cleaners	Cleaning	33.56
8/14/2017	debit	European Wax Center	Personal Miscellaneous	49.00
8/14/2017	debit	California Chicken Café	Meals & Entertainment	22.00
8/14/2017	debit	Ralphs	Groceries	20.48
8/14/2017	debit	Il Fornaio	Meals & Entertainment	42.00
8/14/2017	debit	Al's Café	Meals & Entertainment	27.79
8/14/2017	debit	26th Street Auto Center	Automobile Expense	40.00
8/14/2017	debit	ATM Withdrawal	Personal Miscellaneous	43.00
8/14/2017	debit	Transaction Fee	Bank Fees	1.00
8/15/2017	debit	Wire Fee	Bank Fees	14.00
8/15/2017	debit	Marriott	San Diego: family life cycle event	604.23
8/15/2017	debit	Santa Monica Pizza	Meals & Entertainment	34.80
8/15/2017	debit	So Cal Gas	Utilities	73.50
8/15/2017	debit	VCA	Veterinarian	107.00
8/15/2017	162	Alvarado Pool Service	Pool Service	125.00
8/16/2017	debit	Vicente Foods	Groceries	38.30
8/16/2017	debit	Trader Joe's	Groceries	86.03
8/16/2017	debit	Ralphs	Groceries	27.69
8/17/2017	debit	U-Haul Moving & Storage	Storage	108.66
8/17/2017	debit	Staples	Personal Miscellaneous	83.02
8/17/2017	debit	Vitamin Shoppe	Personal Miscellaneous	19.82
8/17/2017	debit	Vicente Foods	Groceries	20.45
8/17/2017	debit	Pharmaca Integrative	Medical	7.82
8/18/2017	debit	Verizon	Telephone	65.00
8/18/2017	debit	Lenny's Deli	Meals & Entertainment	38.51
8/18/2017	debit	ATM Withdrawal	Personal Miscellaneous	100.00
8/18/2017	102	William Lane & Assoc	Appraisal for Nimrod Property	1,500.00
8/18/2017	191	VCA	Veterinarian	832.91
8/18/2017	w/draw	Withdrawal	Gardener	250.00
8/18/2017	w/draw	Brentwood Apt cashiers check	Held for rent payment	6,889.00

8/21/2017	debit	Votre Sante	Meals & Entertainment	25.64
8/21/2017	debit	26th Street Auto Center	Automobile Expense	60.00
8/21/2017	debit	Conserv Fuel	Automobile Expense	19.78
8/21/2017	debit	99 Cents Only	Personal Miscellaneous	23.23
8/21/2017	debit	Landmark	Meals & Entertainment	25.00
8/21/2017	debit	CVS	Medical	10.74
8/21/2017	debit	ATM Withdrawal	Personal Miscellaneous	40.00
8/22/2017	debit	Vicente Foods	Groceries	37.23
8/22/2017	debit	Sprint	Telephone	77.29
8/22/2017	debit	Vicente Foods	Groceries	13.05
8/22/2017	debit	Soup Plantation	Meals & Entertainment	14.19
8/22/2017	debit	Walgreens	Medical	9.28
8/22/2017	debit	Trader Joe's	Groceries	97.83
8/22/2017	debit	Trader Joe's	Groceries	4.54
8/22/2017	w/draw	Chase - cashier's check	Held for mortgage payment	12,233.74
8/23/2017	w/draw	Transfer to new DIP savings acct	DIP Savings Account xxx1150	20,000.00
8/23/2017	w/draw	Chase - cashier's check	Held for mortgage payment	12,233.74
8/23/2017	debit	Ralphs	Groceries	17.04
8/23/2017	debit	Whole Foods	Groceries	8.99
8/23/2017	debit	Vicente Foods	Groceries	24.89
8/24/2017	debit	So Cal Gas	Utilities	201.50
8/24/2017	debit	ATM Withdrawal	Personal Miscellaneous	43.00
8/24/2017	debit	Transaction Fee	Bank Fees	1.00
8/24/2017	debit	Lincoln Financial	Auto Lease	644.98
8/25/2017	debit	Izzy's Deli	Meals & Entertainment	21.49
8/25/2017	debit	Conserv Fuel	Automobile Expense	30.08
8/25/2017	debit	Fromin's	Meals & Entertainment	21.40
8/25/2017	debit	Cash	Personal Miscellaneous	750.00
8/28/2017	debit	S. Beverly Grill	Meals & Entertainment	51.00
8/28/2017	debit	Vicente Foods	Groceries	43.88
8/28/2017	debit	Ralphs	Groceries	48.34
8/28/2017	debit	The Palace	Meals & Entertainment	29.57
8/28/2017	debit	CVS	Medical	14.44
8/28/2017	debit	CVS	Medical	22.31
8/29/2017	debit	CVS	Medical	10.49
8/30/2017	debit	R+D Kitchen	Meals & Entertainment	88.33
8/30/2017	debit	Pavilions	Groceries	16.04
8/30/2017	debit	GEICO	Auto Insurance	118.32
8/30/2017	debit	Meridith Baer	Staging for Nimrod Open House	5,000.00
8/30/2017	debit	CVS	Medical	22.14
8/31/2017	debit	California Chicken Café	Meals & Entertainment	24.75
8/31/2017	debit	Ralphs	Groceries	79.73
TOTAL DISBURSEMENTS THIS PERIOD:				64,198.39

GENERAL ACCOUNT
BANK RECONCILIATIONBank statement Date: 8/21/2017 Balance on Statement: \$86,274.62

Plus deposits in transit (a):

<u>Deposit Date</u>	<u>Deposit Amount</u>
8/23/2017	1,709.00
8/24/2017	31,346.48

TOTAL DEPOSITS IN TRANSIT

33,055.48

Less Outstanding Checks (a):

<u>Check Number</u>	<u>Check Date</u>	<u>Check Amount</u>
debit	8/22/2017	37.23
debit	8/22/2017	77.29
debit	8/22/2017	13.05
debit	8/22/2017	14.19
debit	8/22/2017	9.28
debit	8/22/2017	97.83
debit	8/22/2017	4.54
w/draw	8/22/2017	12,233.74
w/draw	8/23/2017	20,000.00
w/draw	8/23/2017	12,233.74
debit	8/23/2017	17.04
debit	8/23/2017	8.99
debit	8/23/2017	24.89
debit	8/24/2017	201.50
debit	8/24/2017	43.00
debit	8/24/2017	1.00
debit	8/24/2017	644.98
debit	8/25/2017	21.49
debit	8/25/2017	30.08
debit	8/25/2017	21.40
debit	8/25/2017	750.00
debit	8/28/2017	51.00
debit	8/28/2017	43.88
debit	8/28/2017	48.34
debit	8/28/2017	29.57
debit	8/28/2017	14.44
debit	8/28/2017	22.31

debit	8/29/2017	10.49
debit	8/30/2017	88.33
debit	8/30/2017	16.04
debit	8/30/2017	118.32
debit	8/30/2017	5,000.00
debit	8/30/2017	22.14
debit	8/31/2017	24.75
debit	8/31/2017	79.73

TOTAL OUTSTANDING CHECKS:

52,054.60

Bank statement Adjustments:

Explanation of Adjustments-

ADJUSTED BANK BALANCE:

\$67,275.50

* It is acceptable to replace this form with a similar form

** Please attach a detailed explanation of any bank statement adjustment

I. CASH RECEIPTS AND DISBURSEMENTS
B. (SSA DEPOSIT ACCOUNT*)

1. TOTAL RECEIPTS PER ALL PRIOR GENERAL ACCOUNT REPORTS	<u>2,217.00</u>
2. LESS: TOTAL DISBURSEMENTS PER ALL PRIOR GENERAL ACCOUNT REPORTS	<u>2,211.75</u>
3. BEGINNING BALANCE:	<u>5.25</u>
4. RECEIPTS DURING CURRENT PERIOD:	<u> </u>
5. BALANCE:	<u>5.25</u>
6. LESS: TOTAL DISBURSEMENTS DURING CURRENT PERIOD	<u>1.50</u>
7. ENDING BALANCE:	<u>3.75</u>
8. General Account Number(s):	<u>xxx7508</u>
Depository Name & Location:	<u>U.S. Bank</u> <u>11777 San Vicente Blvd, Los Angeles, CA 90049</u>

* All receipts must be deposited into the general account.

** Include receipts from the sale of any real or personal property out of the ordinary course of business; attach an exhibit specifying what was sold, to whom, terms, and date of Court Order or Report of Sale.

***This amount should be the same as the total from page 2.

TOTAL DISBURSEMENTS FROM SSA DEPOSIT ACCOUNT FOR CURRENT PERIOD

[illegible]

Bank statement Date: 8/30/2017 Balance on Statement: \$3.75

Plus deposits in transit (a):

<u>Deposit Date</u>	<u>Deposit Amount</u>
---------------------	-----------------------

TOTAL DEPOSITS IN TRANSIT

0.00

Less Outstanding Checks (a):

<u>Check Number</u>	<u>Check Date</u>	<u>Check Amount</u>
---------------------	-------------------	---------------------

TOTAL OUTSTANDING CHECKS:

0.00

Bank statement Adjustments:

Explanation of Adjustments-

--

ADJUSTED BANK BALANCE:

\$3.75

* It is acceptable to replace this form with a similar form

** Please attach a detailed explanation of any bank statement adjustment

I. CASH RECEIPTS AND DISBURSEMENTS
C. (DIP CHECKING ACCOUNT #2*)

1. TOTAL RECEIPTS PER ALL PRIOR GENERAL ACCOUNT REPORTS	<u>0.00</u>
2. LESS: TOTAL DISBURSEMENTS PER ALL PRIOR GENERAL ACCOUNT REPORTS	<u>0.00</u>
3. BEGINNING BALANCE:	<u>0.00</u>
4. RECEIPTS DURING CURRENT PERIOD:	<u>20,000.00</u>
5. BALANCE:	<u>20,000.00</u>
6. LESS: TOTAL DISBURSEMENTS DURING CURRENT PERIOD	<u>0.00</u>
7. ENDING BALANCE:	<u>20,000.00</u>

8. General Account Number(s): xxx1150

Depository Name & Location: California Bank & Trust
100 Wilshire Blvd, Santa Monica, CA 90401

* All receipts must be deposited into the general account.

** Include receipts from the sale of any real or personal property out of the ordinary course of business; attach an exhibit specifying what was sold, to whom, terms, and date of Court Order or Report of Sale.

***This amount should be the same as the total from page 2.

[illegible]

BANK RECONCILIATION

Bank statement Date: _____ Balance on Statement: \$20,000.00

No statement received yet - statement period is 8/12/17 - 9/12/17

Opening deposit (\$20,000 transfer from Operating Account) on 8/23/17

Plus deposits in transit (a):

Deposit DateDeposit Amount

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

TOTAL DEPOSITS IN TRANSIT

0.00

Less Outstanding Checks (a):

Check NumberCheck DateCheck Amount

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

TOTAL OUTSTANDING CHECKS:

0.00

Bank statement Adjustments:

Explanation of Adjustments-

--

ADJUSTED BANK BALANCE:

\$20,000.00

* It is acceptable to replace this form with a similar form

** Please attach a detailed explanation of any bank statement adjustment

II. STATUS OF PAYMENTS TO SECURED CREDITORS, LESSORS AND OTHER PARTIES TO EXECUTORY CONTRACTS

Creditor, Lessor, Etc.	Frequency of Payments (Mo/Qtr)	Amount of Payment	Post-Petition payments not made (Number)	Total Due
Lincoln AFS	Monthly	644.98	0	0.00
TOTAL DUE:				0.00

V. INSURANCE COVERAGE

	Name of Carrier	Amount of Coverage	Policy Expiration Date	Premium Paid Through (Date)
General Liability				
Worker's Compensation				
Casualty				
Vehicle	GEICO	100,000/300,000/100,000	10/28/2017	8/31/2017
Others:	Travelers (Homeowners)	2,808,000	7/15/2017	7/15/2018

(Provide a copy of monthly account statements for each of the below)

TOTAL CASH AVAILABLE:

87,279.25

[illegible]

TOTAL PETTY CASH TRANSACTIONS:

0.00

** Attach Exhibit Itemizing all petty cash transactions

VI. UNITED STATES TRUSTEE QUARTERLY FEES
(TOTAL PAYMENTS)

[illegible]

* Post-Petition Accounts Payable SHOULD NOT include professionals' fees and expenses which have been incurred but not yet awarded by the court. Post-Petition Accounts Payable SHOULD include professionals' fees and expenses authorized by Court Order but which remain unpaid as of the close of the period report

VI SCHEDULE OF COMPENSATION PAID TO INSIDERS

Name of Insider	Date of Order Authorizing Compensation	*Authorized Gross Compensation	Gross Compensation Paid During the Month
NONE			

VII. SCHEDULE OF OTHER AMOUNTS PAID TO INSIDERS

Name of Insider	Date of Order Authorizing Compensation	Description	Amount Paid During the Month
NONE			


* Please indicate how compensation was identified in the order (e.g. \$1,000/week, \$2,500/month)

XI. QUESTIONNAIRE

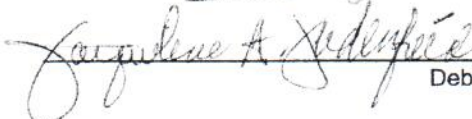
1. Has the debtor-in-possession made any payments on its pre-petition unsecured debt, except as have been authorized by the court? If "Yes", explain below: No Yes
X _____
2. Has the debtor-in-possession during this reporting period provided compensation or remuneration to any officers, directors, principals, or other insiders without appropriate authorization? If "Yes", explain below: No Yes
X _____
3. State what progress was made during the reporting period toward filing a plan of reorganization:
Debtors' case was filed on June 28, 2017 to avert a scheduled nonjudicial foreclosure sale on Debtors' residence located at 13108 Nimrod Place, LA 90049 ("Nimrod"). Per Court approval, Debtors employed a real estate broker to market, list and sell Nimrod, which was their primary asset and believed to have substantial equity, on or about August 17, 2017. The sale of the residence was expected to generate proceeds sufficient to pay their undisputed secured, administrative priority and general unsecured claims. However, secured creditor Kelly J. Dube moved for relief from the stay on July 24, 2017 in order to resume his prepetition nonjudicial foreclosure sale on Nimrod, setting the hearing on August 24, 2017. After extensive opposition by Debtors and Dube's reply, the Bankruptcy Court heard Dube's motion on August 24, 2017 and granted Dube's motion for relief from the stay for lack of adequate protection based on an insufficient equity cushion. Debtors continued to market Nimrod and conducted a number of open houses and showings during the last week of August and the first 10 days of September.
4. Describe potential future developments which may have a significant impact on the case:
See response to No. 3, supra.
5. Attach copies of all Orders granting relief from the automatic stay that were entered during the reporting period.
Attached
6. Did you receive any exempt income this month, which is not set forth in the operating report? If "Yes", please set forth the amounts and sources of the income below. No Yes
X _____

We, Barry I Judenfriend and Jaqueline A Judenfriend, declare under penalty of perjury that we have fully read and understood the foregoing Debtor-In-Possession operating report and that the information contained herein is true and complete to the best of our knowledge.

9/15/17
Date


Debtor-in-Possession

9/15/17
Date


Debtor-in-Possession

<p>Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address</p> <p>Kathleen P. March (CA Bar No. 80366)</p> <p>THE BANKRUPTCY LAW FIRM, P.C.</p> <p>10524 W. Pico Boulevard, Suite 212.</p> <p>Los Angeles, CA 90064</p> <p>Phone (310) 559-9224 Fax (310) 559-9133</p> <p>E-mail: kmarch@BKYLAWFIRM.com</p> <p><input checked="" type="checkbox"/> Attorney for Movant Kelly Dube (dba CFIS) <input type="checkbox"/> Movant appearing without an attorney</p>	<p>FOR COURT USE ONLY</p> <div style="border: 1px solid black; padding: 10px; text-align: center;"> <p>FILED & ENTERED</p> <div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: 150px;"> <p>AUG 25 2017</p> </div> <p>CLERK U.S. BANKRUPTCY COURT Central District of California BY carranza DEPUTY CLERK</p> </div>
<p>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA –Los Angeles DIVISION</p>	
<p>In re:</p> <p> </p> <p>BARRY I. JUDENFRIEND JACQUELINE A. JUDENFRIEND</p> <p> </p> <p style="text-align: right;">Debtor(s).</p>	<p>CASE NO.: 2:17-bk-17890-SK</p> <p>CHAPTER: 11</p> <div style="border: 1px solid black; padding: 5px; text-align: center; margin: 10px auto; width: 80%;"> <p>ORDER GRANTING MOTION FOR RELIEF FROM THE AUTOMATIC STAY UNDER 11 U.S.C. § 362 (REAL PROPERTY)</p> </div> <p>DATE: August 24, 2017 (contd to 8/24/17 from 8/23/17) TIME: 8:30am COURTROOM: 1575 of Judge Sandra Klein PLACE: 255 E. Temple St., LA, CA 90012</p>
<p>Movant: Kelly Dube (dba CFIS)</p>	

1. The Motion was: ☒ Opposed ☐ Unopposed ☐ Settled by stipulation

2. The Motion affects the following real property (Property):

Street address: 13108 Nimrod Place

Unit/suite number:

City, state, zip code: Los Angeles, CA 90049

Legal description or document recording number (including county of recording): APN: 4407-0011-021


☐ See attached page.

3. The Motion is granted under:
- ☒ 11 U.S.C. § 362(d)(1)
 - ☐ 11 U.S.C. § 362(d)(2)
 - ☐ 11 U.S.C. § 362(d)(3)
 - ☐ 11 U.S.C. § 362(d)(4). The filing of the bankruptcy petition was part of a scheme to hinder, delay, or defraud creditors that involved:
 - ☐ The transfer of all or part ownership of, or other interest in, the Property without the consent of the secured creditor or court approval; and/or
 - ☐ Multiple bankruptcy cases affecting the Property.
 - ☐ The court ☐ makes ☐ does not make ☐ cannot make a finding that the Debtor was involved in this scheme.
 - ☐ If recorded in compliance with applicable state laws governing notices of interests or liens in real property, this order shall be binding in any other case under this title purporting to affect the Property filed not later than 2 years after the date of the entry of this order by the court, except that a debtor in a subsequent case under this title may move for relief from this order based upon changed circumstances or for good cause shown, after notice and a hearing. Any federal, state or local government unit that accepts notices of interests or liens in real property shall accept any certified copy of this order for indexing and recording.
4. ☒ As to Movant, its successors, transferees and assigns, the stay of 11 U.S.C. § 362(a) is:
- ☒ Terminated as to the Debtor and the Debtor's bankruptcy estate.
 - ☐ Modified or conditioned as set forth in Exhibit _____ to this order.
 - ☐ Annulled retroactively to the bankruptcy petition date. Any postpetition acts taken by Movant to enforce its remedies regarding the Property do not constitute a violation of the stay.
5. ☒ Movant may enforce its remedies to foreclose upon and obtain possession of the Property in accordance with applicable nonbankruptcy law, but may not pursue any deficiency claim against the Debtor or property of the estate except by filing a proof of claim pursuant to 11 U.S.C. § 501.
6. ☐ Movant must not conduct a foreclosure sale of the Property before (date) _____.
7. ☐ The stay shall remain in effect subject to the terms and conditions set forth in the Adequate Protection Agreement contained within this order.
8. ☐ In chapter 13 cases, the trustee must not make any further payments on account of Movant's secured claim after entry of this order. The secured portion of Movant's claim is deemed withdrawn upon entry of this order without prejudice to Movant's right to file an amended unsecured claim for any deficiency. Absent a stipulation or order to the contrary, Movant must return to the trustee any payments received from the trustee on account of Movant's secured claim after entry of this order.
9. ☐ The co-debtor stay of 11 U.S.C. § 1201(a) or § 1301(a) is terminated, modified or annulled as to the co-debtor, as to the same terms and conditions as to the Debtor.
10. ☐ The 14-day stay as provided in FRBP 4001(a)(3) is waived.
11. This order is binding and effective despite any conversion of this bankruptcy case to a case under any other chapter of the Bankruptcy Code.
12. Movant, or its agents, may, at its option, offer, provide and enter into a potential forbearance agreement, loan modification, refinance agreement or other loan workout or loss mitigation agreement. Movant, through its servicing agent, may contact the Debtor by telephone or written correspondence to offer such an agreement.

13. Upon entry of this order, for purposes of Cal. Civ. Code § 2923.5, the Debtor is a borrower as defined in Cal. Civ. Code § 2920.5(c)(2)(C).
14. ☐ A designated law enforcement officer may evict the Debtor and any other occupant from the Property regardless of any future bankruptcy case concerning the Property for a period of 180 days from the hearing of this Motion
- (a) ☐ without further notice.
- (b) ☐ upon recording of a copy of this order or giving appropriate notice of its entry in compliance with applicable nonbankruptcy law.
15. ☐ This order is binding and effective in any bankruptcy case commenced by or against the Debtor for a period of 180 days, so that no further automatic stay shall arise in that case as to the Property.
16. ☐ This order is binding and effective in any bankruptcy case commenced by or against any debtor who claims any interest in the Property for a period of 180 days from the hearing of this Motion:
- (a) ☐ without further notice.
- (b) ☐ upon recording of a copy of this order or giving appropriate notice of its entry in compliance with applicable nonbankruptcy law.
17. ☐ This order is binding and effective in any future bankruptcy case, no matter who the debtor may be
- (a) ☐ without further notice.
- (b) ☐ upon recording of a copy of this order or giving appropriate notice of its entry in compliance with applicable nonbankruptcy law.
18. ☐ Other (*specify*):

###

Date: August 25, 2017


Sandra R. Klein
United States Bankruptcy Judge

PROOF OF SERVICE

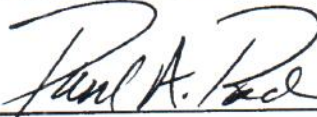
I hereby certify that a copy of the Monthly Operating Report was e-mailed to the United States Trustee.

Dated:

9/15/2017

Paul A. Beck

Print or Type Name



Signature

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

10524 W. Pico Blvd., Suite 212, Los Angeles, CA 90064

A true and correct copy of the foregoing document entitled (*specify*): **FIRST GREEN NIMROD, LLC, A CA LLC'S REQUEST FOR ALLOWANCE AND PAYMENT OF ADMINISTRATIVE EXPENSE, OF \$500 PER DAY, REPRESENTING DAILY RENTAL VALUE FOR NIMROD PROPERTY, FROM 9/12/17, WHEN FIRST GREEN NIMROD BECAME OWNER OF NIMROD, UNTIL ALL JUDENFRIENDS (BARRY, JACQUELINE, JUSTIN AND JORDAN) VACATE NIMROD; DECLARATION OF KELLY DUBE W/EXHIBITS**

will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) 11/03/17, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Paul A Beck pab@pablaw.org (Debtors' Counsel of record)
Joseph P Buchman jbuchman@bwsllaw.com, svasquez@bwsllaw.com, (State Court Counsel for Kelly Dube)
Todd S Garan ch11ecf@aldridgepite.com, TSG@ecf.inforuptcy.com; tgaran@aldridgepite.com (Courtesy Notice)
Denice Gaucin denice@evict123.com (Creditor moving for UD RFStay)
Lewis R Landau Lew@Landaunet.com (Creditor moving for UD RFStay)
Dare Law dare.law@usdoj.gov, Kenneth.G.Lau@usdoj.gov; Alvin.mar@usdoj.gov; hatty.yip@usdoj.gov (Counsel for US Trustee)
Kathleen P March kmarch@bkylawfirm.com, kmarch3@sbcglobal.net (Counsel for Creditor Kelly Dube- 2nd & 3rd DOT)
Randall P Mroczynski randym@cookseylaw.com (Courtesy Notice)
Richard J Reynolds rreynolds@bwsllaw.com, psoeffner@bwsllaw.com; tmims@bwsllaw.com; rjr-nef@bwsllaw.com; fcabezas@bwsllaw.com (State Court Counsel for Kelly Dube)
Valerie Smith claims@recoverycorp.com (Courtesy Notice)
United States Trustee (LA) ustpregion16.la.ecf@usdoj.gov (US Trustee's Notice)

☐ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) 11/03/17, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Note: This service list includes the 20 largest unsecured creditors per list filed by Debtors

Barry I. Judenfriend & Jacqueline A. Judenfriend (Debtors) 11693 San Vicente Blvd, #191 Los Angeles, CA 90049	Paul Margolis Compass Beverly Hills 9454 Wilshire Boulevard, Fourth Floor Beverly Hills, CA 90212
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Justin Judenfriend 13108 Nimrod Place Los Angeles, CA 90049-3633	Whole Creditor Matrix to addresses listed on attached sheet
FRANCHISE TAX BOARD BANKRUPTCY SECTION MS A340 PO BOX 2952 SACRAMENTO CA 95812-2952	Portfolio Recovery Associates, LLC C/O capital One Bank (usa), N.a. POB 41067 Norfolk VA 23541

☐ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) 11/03/2017, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Hon. Sandra Klein
US Bankruptcy Court
255 E. Temple Street, Suite 1582
Los Angeles, CA 90012

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

11/03/17
Date

Kathleen P. March
Printed Name

/s/ Kathleen P. March
Signature

Label Matrix for local noticing
0973-2
Case 2:17-bk-17890-SK
Central District of California
Los Angeles
Fri Nov 3 14:21:29 PDT 2017

AWA Collections
Acct No xxxxxx4168
P.O. Box 6605
Orange, CA 92863-6605

Barclays Bank
Acct No xxxxxx6563
P.O. Box 8803
Wilmington, DE 19899-8803

CFIS
P.O. Box 6390
Beverly Hills, CA 90212-1390

Capital One
Acct No xxxxxxxx5359
P.O. Box 30281
Salt Lake City, UT 84130-0281

CashCall, Inc.
C/O WEINSTEIN & RILEY, PS
2001 WESTERN AVE., STE 400
SEATTLE, WA 98121-3132

Chase
Acct No xxxx-xxxx-xxxx-6386
P.O. Box 15298
Wilmington, DE 19850-5298

Credit One Bank
Acct No xxxxxxxx3261
P.O. Box 98872
Las Vegas, NV 89193-8872

Dominick Mormile
10787 Wilshire Blvd #1004
Los Angeles, CA 90024-4466

First Premier Bank
Acct No xxxxxxxx1501
3820 N Louise Ave
Sioux Falls, SD 57107-0145

Los Angeles Division
255 East Temple Street,
Los Angeles, CA 90012-3332

Anthem
C/O Kiesel Law
8648 Wilshire Blvd
Beverly Hills, CA 90211-2910

Barclays Bank
Acct No xxxxxx8654
125 S West St
Wilmington, DE 19801-5014

CMRE Financial Services
C/O Kiesel Law
8648 Wilshire Blvd
Beverly Hills, CA 90211-2910

Capital One
Acct No xxxxxxxx7349
P.O. Box 30285
Salt Lake City, UT 84130-0285

Cashcall
Acct No 2802
1 City Blvd W
Orange, CA 92868-3621

Chase
Acct No xxxxxx0908
P.O. Box 24696
Columbus, OH 43224-0696

Department of the Treasury
Internal Revenue Service
Centralized Insolvency Operation
P.O. Box 7346
Philadelphia, PA 19101-7346

FRANCHISE TAX BOARD
BANKRUPTCY SECTION MS A340
PO BOX 2952
SACRAMENTO CA 95812-2952

Franchise Tax Board
Special Procedures
P.O. Box 2952
Sacramento, CA 95812-2952

AT&T
Acct No 8905
P.O. Box 537104
Atlanta, GA 30353-7104

(p)BMW FINANCIAL SERVICES
CUSTOMER SERVICE CENTER
PO BOX 3608
DUBLIN OH 43016-0306

Brentwood West Apts
Andrew Weisman
809 S Gretna Green Way
Los Angeles, CA 90049-5248

Caine & Weiner
Acct No 1164
15025 Oxnard St #100
Van Nuys, CA 91411-2640

Capital One Bank (USA), N.A.
PO Box 71083
Charlotte, NC 28272-1083

Chase
Acct No 2733
P.O. Box 659754
San Antonio, TX 78265-9754

Chase Bank
Acct No xxxxxxxx0131
P.O. Box 15298
Wilmington, DE 19850-5298

Designed Receivable Solutions
Acct No xxxxxxxx0495
1 Centerpoint Dr #450
La Palma, CA 90623-1089

First Green Nimrod LLC, A CA LLC
c/o The Bankruptcy Law Firm PC
10524 W Pico Blvd Ste 214
Los Angeles, CA 90064-2346

JPMorgan Chase Bank, N.A.
Chase Records Center
Attn: Correspondence Mail
Mail Code LA4-5555
700 Kansas Lane
Monroe LA 71203-4774

Joel Z Scherr, RPT, Inc.
8635 W 3rd St #465W
Los Angeles, CA 90048-6111

Jordan Judenfriend
13108 Nimrod Place
Los Angeles, CA 90049-3633

Katchlo, Vitiello & Karikomi
11500 W Olympic Blvd. #512
Los Angeles, CA 90064-1537

Kelly Dube dba CFIS
P.O. Box 6390
Beverly Hills, CA 90212-1390

Kendall County Development Co
P.O. Box 1441
Boerne, TX 78006-1441

Kiesel Law
8648 Wilshire Blvd
Beverly Hills, CA 90211-2910

Kroger
P.O. Box 30650
Salt Lake City, UT 84130-0650

LVNV Funding LLC
Acct No xxxxxxxx3261
Resurgent Capital Services
P.O. Box 10497 MS 576
Greenville, SC 29603-0497

LVNV Funding, LLC its successors and assigns
assignee of FNBM, LLC
Resurgent Capital Services
PO Box 10587
Greenville, SC 29603-0587

Lincoln Automotive Finance
Acct No xxxx9941
National Bankruptcy Service Center
P.O. Box 62180
Colorado Springs, CO 80962-2180

Lincoln Automotive Finance
National Bankruptcy Service Center
P.O. Box 62180
Colorado Springs, CO 80962-2180

Michael Shalit
110 Axis Circle
Boerne, TX 78006-9468

Mortgage Wars LLC
C/O CSC Lawyers Incorporating Svc
2710 Gateway Oaks Dr Ste 150N
Sacramento, CA 95833-3502

National Credit Adjusters
Acct No xxxxxxxx2581
327 W 4th Ave
Hutchinson, KS 67501-4842

National Mortgage Resources, Inc.
C/O Jeff Sedaca
11661 San Vicente Blvd #609
Los Angeles, CA 90049-5114

Nicholas Barton
2001 Wilshire Blvd #320
Santa Monica, CA 90403-5683

PRA Receivables Management, LLC
PO Box 41021
Norfolk, VA 23541-1021

Plaintiff Funding Holdings, Inc.
dba LawCash
26 Court Street #1104
Brooklyn, NY 11242-1111

Portfolio Recoveries Associates
Acct No xxxxxxxx4190
120 Corporate Blvd #100
Norfolk, VA 23502-4952

Portfolio Recoveries Associates
Acct No xxxxxxxx9067
120 Corporate Blvd #100
Norfolk, VA 23502-4952

(p)PORTFOLIO RECOVERY ASSOCIATES LLC
PO BOX 41067
NORFOLK VA 23541-1067

Progressive Insurance
Acct No 1164
P.O. Box 31260
Tampa, FL 33631-3260

Santa Monica Jewelry & Loan
408 Broadway
Santa Monica, CA 90401-2314

SchoolsFirst FCU
P.O. Box 11547
Santa Ana, CA 92711-1547

Schoolsfirst FCU
Acct No xxx4032
P.O. Box 11547
Santa Ana, CA 92711-1547

Schoolsfirst FCU
Acct No xxxxxxxx1374
P.O. Box 11547
Santa Ana, CA 92711-1547

Sequoia Financial
Acct No xxxxxxxx4144
28632 Roadside Dr #110
Agoura Hills, CA 91301-6074

Sequoia Financial
Acct No xxxxxxxxxxxx7156
28632 Roadside Dr #110
Agoura Hills, CA 91301-6074

Steve Miller
C/O Jeff Sedaca
11661 San Vicente Blvd #609
Los Angeles, CA 90049-5114

Teachers' Retirement System of NY
Linebarger Goggan Blair & Sampson
61 Broadway Ste 2600
New York, NY 10006-2840

Torgan Beard Fernandez
22600 Ventura Blvd.
Woodland Hills, CA 91364-1461

United States Trustee (LA)
915 Wilshire Blvd, Suite 1850
Los Angeles, CA 90017-3560

University Credit Union
C/O Pizer & Associates
9601 Wilshire Blvd. #560
Beverly Hills, CA 90210-5220

Wells Fargo
Acct No xxxxxxxx0030
P.O. Box 14517
Des Moines, IA 50306-3517

Wells Fargo Bank, N.A.
Wells Fargo Card Services
PO Box 10438, MAC F8235-02F
Des Moines, IA 50306-0438

Westside Recovery Svcs
Acct No xxxxx43N1
4444 W Riverside Dr #300
Burbank, CA 91505-4048

Barry I Judenfriend
11693 San Vicente Blvd, #191
Los Angeles, CA 90049-5105

Jacqueline A Judenfriend
11693 San Vicente Blvd #191
Los Angeles, CA 90049-5105

Kelly Dube
P.O. Box 6390
Beverly Hills, CA 90212-1390

Paul Margolis
Compass Beverly Hills
9454 Wilshire Boulevard, Fourth Floor
Beverly Hills, CA 90212-2931

Paul A Beck
Law Offices of Paul A Beck APC
13701 Riverside Dr Ste #202
Sherman Oaks, CA 91423-2447

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified
by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

BMW Financial
Acct No xx0173
P.O. Box 3608
Dublin, OH 43016

Portfolio Recovery Associates, LLC
C/O capital One Bank (usa), N.a.
POB 41067
Norfolk VA 23541

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u) Courtesy NEF

(u) Andrew Weissman

End of Label Matrix	
Mailable recipients	70
Bypassed recipients	2
Total	72